

1. CONTRACT FOR SPACE

This application for booth space ("booth" or "booths") at the Total Product Expo (TPE) trade show and the resulting booth assignment constitutes an agreement ("Contract") between Total Product Events, Inc. ("TPE Inc.") and the exhibitor ("Exhibitor") for the Exhibitor's purchase of booth space and right to use such space in accordance with TPE show regulations for the duration of TPE 2027. The person signing this Contract, whether in an individual or corporate/company capacity (as a member or officer of the legal entity), represents and warrants that he or she has the authority to bind Exhibitor and is binding Exhibitor contractually to Exhibitor's purchase of booth space and this Contract. Exhibitor acknowledges, understands and agrees to all of the terms and conditions contained in this Contract.

2. DISPLAY RULES AND REGULATIONS

TPE abides by the International Association of Exhibition and Events (IAEE) Guidelines for Displays Rules and Regulations that outline the standard heights, lengths, and requirements of booths at the trade show and their "Line of Sight" style and Exhibitor shall abide by such. **We recommend reviewing this information prior to planning Exhibitor's booth space, details available on our TPE Exhibitor Planning Page. No monetary transactions may take place during the show.**

3. EXHIBIT SPACE RATES

Early Bird Exhibit Booth Space Rate: \$27.00 per sq. ft.

Application/Contract and deposit must be received by June 5, 2026.

Standard Rate: \$29.00 per sq. ft.

Application/Contract and payment must be received between June 6, 2026 – February 24, 2027.

Corner Charges: \$200/corner (in addition to the square-foot rate)

Marketing Fee: \$250 fee for online profile listing will automatically be added to Exhibitor's invoice.

*Note: All activity must be contained within the contracted booth space.

Soliciting business outside of the booth space assigned to Exhibitor's company is prohibited. Booth selection priority points will be reduced for violation(s).

4. BOOTHS MUST BE CARPETED OR HAVE FLOORING IN PLACE

All booths must be carpeted or have flooring installed, no exposed concrete. If no flooring is in place by 8:00PM the day prior to show opening carpet will be installed and direct billed to Exhibitor by TPE's outside general contractor (Shepard Exposition Services). This policy is strictly enforced and will prohibit Exhibitor's ability to exhibit at TPE.

5. PAYMENT SCHEDULE

50% payment for booth space contracted is due with application for contract entered into between June 1, 2026-November 1, 2026. 100% of booth space contracted is due with application if contract entered into between November 2, 2026- February 23, 2027.

- Returned checks incur a \$40.00 Processing Fee
- Wire Transfers incur a \$70.00 Wire Transfer Fee

Final payment credit card authorizations will be processed on October 30, 2026.

Final payment is due on or before November 2, 2026. Any booths with an outstanding balance will be cancelled and released. If Exhibitor's booth is cancelled for non-payment, all deposits and payments received are nonrefundable.

5A. Cancellation of Exhibit Space: In the event the Exhibitor cancels exhibit space contracted, the Exhibitor must do so in writing. TPE Show Management will accept cancellation of this Contract only subject to the following:

- If cancellation occurs up to November 2, 2026, TPE Show Management will refund Exhibitor any paid amount over 50% of total booth price.
- If cancellation occurs after November 2, 2026, no refund will be paid to Exhibitor and 100% of contracted booth space price shall be due regardless of Exhibitor's cancellation.
- Any refunds due will be made after the completion of TPE 2027.

The above percentage amounts payable to TPE in cancellation are liquidated damages and any amounts paid are as a consequence of the fact that the amount of actual damages resulting from Exhibitor's cancellation are impossible to ascertain. Such amounts are not to be construed as a penalty. Any amounts under this provision shall be due and payable upon notification received by TPE of the cancellation.

6. REDUCTION OF EXHIBIT SPACE

At any time, the Exhibitor may request reduction of exhibit space. However, this may require reassignment of booth location. Exhibit space reduction does not guarantee a refund for the reduction. All reductions will follow the same cancellation schedule and provision set forth in Section 5A above.

7. CO-EXHIBITING FEE

Any company sharing an Exhibitor's booth (not owned by the exhibiting company) will be charged a \$500.00 co-exhibiting fee. The appropriate co- Exhibitor form and pre-payment must be completed and submitted to TPE Show Management.

8. BOOTH MOVES

Show Management reserves the right to move or relocate an exhibitor's booth space.

9. LIABILITY LIMITATION AND INDEMNIFICATION

Insurance - All property of the Exhibitor is under Exhibitor's custody and control in transit to, from and within the confines of the exhibit area. Each Exhibitor shall maintain insurance covering such property and, at a minimum, general liability coverage of at least \$1,000,000.00, naming Total Product Events, Inc. as Certificate Holder. Shepard Exposition Services and the Las Vegas Convention and Visitors Authority ("LVCA") must be listed as additional insureds on the same Certificate of Insurance (COI). The appropriate COI shall be furnished by the Exhibitor and submitted to TPE Show Management prior to move in.

10. INDEMNIFICATION

Exhibitor and Exhibitor's officers, directors, members, managers, partners, employees and contractors hereby agrees to indemnify and hold TPE Inc., its parent, subsidiaries, affiliates, landlord, officers, directors, employees, representatives, servants, agents, licensees, invitees, patrons, guests, and contractors harmless from claims, arising out of any actor omission in any way related to Exhibitor's participation in the show whether negligent or not.

11. CLAIMS

Exhibitor waives all claims of every kind against the TPE Inc., its parent, subsidiaries, affiliates, landlord, officers, directors, employees, representatives, servants, agents, licensees, invitees, patrons, guests, and contractors.

12. CANCELLATION OF TPE

If TPE determines in its sole and complete discretion that there has occurred an event or condition, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, any public health concerns not limited to a pandemic or epidemic, curtailment of transportation facilities, or any emergency, making it impossible, illegal or otherwise inadvisable for TPE or the LVCC to provide the facilities or services contracted herein, then TPE, in its sole and complete discretion, may declare the occurrence of such event, whereupon TPE may postpone or cancel the TPE trade show. In the event of cancellation, this Contract shall terminate without further obligation on the part of any party hereto beyond a refund by TPE to Exhibitor of the amount paid for rental of the exhibit booth space.

13. FAILURE TO OCCUPY RENTED SPACE AND SUBLEASING

In the event that Exhibitor fails to use all or part of any space contracted, refunds will not be made on the unused portion of space. Exhibitors shall not sublease any part of the exhibit space to another Exhibitor. If an Exhibitor subleases any part of their space, it may result in booth cancellation and forfeiture of all payments made towards TPE27, and banning from future events. Exhibitor badges will reflect the company name that contracted TPE booth space.

14. POLICY ON REGULATED PRODUCTS

TPE follows all federal, state, and local laws, and the rules and policies of the Las Vegas Convention Center (LVCC). Exhibitor, and any of its products being displayed, sampled, distributed & advertised at TPE must follow and Exhibitor hereby agrees to abide by all federal, state and local laws and regulations, including without limitation the latest U.S. FDA guidance dated as of the date of this Contract (<https://www.fda.gov/tobacco-products/ctp-newsroom/fda-issues-guidance-enforcement-priorities-unauthorized-ends-and-nicotine-pouch-products>). Visit the aforementioned U.S. FDA website and Total Product Expo website (www.totalproductexpo.com) for the most up to date information on regulated products. Exhibitor agrees that Exhibitor shall not seek, nor claim any right to any refund from TPE, or seek or claim any liability against TPE (such as for removal from the TPE trade show), for violation of this provision (i.e., that Exhibitor can't exhibit because Exhibitor is prohibited from exhibiting, marketing, or selling its products under any applicable law.)

15. CONDITIONS

Show Management reserves the right to restrict exhibits because of loud music, noise, method of operation or any other reason that becomes objectionable or otherwise detracts from the show. Exhibitors will be warned to correct the offense and then will be shut down if they do not abide by the rules.

- Exhibitors are responsible for meeting all building rules and regulations and any subsequent amendments.
- Exhibitors shall comply with state and local health and safety standards and applicable rules and regulations of local fire authorities in Clark County, Las Vegas, NV.
- Exhibitors are to surrender spaces occupied by them in the same condition it was at the time it was first occupied.
- Exhibitors are liable for any damage within their contracted booth space to floors, walls, columns or other parts of the exhibit hall property.
- Exhibitors will abide by the tax laws of the state of Nevada and all federal, state and local laws.
- Distribution of any material or literature is restricted to the Exhibitor's booth area.

16. ADDITIONS AND AMENDMENTS TO THE RULES; SEVERABILITY

TPE, Show Management and/or its sponsors may from time to time issue additional rules as it deems necessary for the orderly presentation of TPE. Rules may be amended at any time, provided such amendment shall not substantially diminish the rights or increase the liability of the Exhibitor. If any portion of this Contract is held to be invalid or unenforceable, the remaining provisions of this Contract shall remain in full force and effect without the invalid or unenforceable provisions.

17. ACCEPTANCE OF CONTRACT ELECTRONICALLY; LAW AND ARBITRATION

By checking the "I Accept" button on this Contract, Exhibitor agrees to the foregoing terms, conditions, rules and regulations and all amendments thereto and decisions of TPE before, during, and after the TPE Show, and by other reasonable rules considered necessary by TPE. Any dispute, cause of action or claim for relief by the parties regarding the terms, enforcement, interpretation, administration or performance of this Contract shall be submitted to JAMS Mediation, Arbitration, and ADR Services for binding arbitration pursuant to the Uniform Arbitration Act as codified in Nevada Revised Statutes 38.206 et seq. This Contract shall be governed by Nevada law and the place of arbitration shall be in Clark County, Nevada.

EXHIBITOR CONTRACT ADDENDUM: ADVERTISING AND SPONSORSHIP TOTAL PRODUCT EXPO 2027

IMPORTANT: PLEASE READ THE TERMS & CONDITIONS LISTED BELOW BEFORE COMPLETING YOUR PURCHASE - KEEP A COPY FOR YOUR FILES

SPONSORSHIP TERMS & CONDITIONS

This Exhibitor Contract Addendum for Advertising and Sponsorship of Total Product Expo (TPE) trade show), is an addendum to the Exhibitor Contract entered into by and between Exhibitor and Total Product Events, Inc. (TPE, Inc.) for TPE 2027 as it relates to Exhibitor's purchase of advertisement and sponsorships offered by TPE, in accordance with the following terms and conditions ("Addendum"). Exhibitor and TPE Inc. agree that all of the terms and conditions contained in the Exhibitor Contract entered into are incorporated herein and made a part hereof by this reference.

- A. Exhibitor must be a confirmed exhibitor, exhibiting at TPE 2027, in order to sponsor any items at TPE.
- B. The person electronically signing this contract represents and warrants that he/she has the authority to bind contractually and is binding the individual or entity/company applying for the specific sponsorship item. In addition, the individual or entity/company hereby affirms that the sponsor is a current TPE 2027 Exhibitor that has entered into the Exhibitor Contract and is in good standing.
- C. Sponsorships will not be confirmed or assigned unless Exhibitor's full payment is received for the sponsorship. Full payment is due at the time of entering into this Addendum. Failure to do so shall result in cancellation of the sponsorship purchase.
- D. Sponsorships are non-refundable.
- E. The sponsorship assigned shall be accepted, unless rejected by TPE Show Management within ten (10) business days from the date of this Addendum.
- F. All deliverables must be submitted by the deadlines provided by TPE upon confirmation of this sponsorship. If deliverables are not received by the deadline(s), the sponsorship may be cancelled, and no refunds will be issued.
- G. Exhibitor agrees to abide by all terms and conditions governing this Addendum and reaffirms Exhibitor's agreement to all the terms and conditions of the Exhibitor Contract which Exhibitor has already entered into for TPE 2027.
- H. TPE follows the rules and policies of the Las Vegas Convention Center (LVCC). All products being displayed, sampled, distributed and advertised at TPE must follow all Federal, State and local laws and regulations. Failure to follow the display, sampling, distributing and advertising rules and regulations may result in forfeiture of sponsorship payments and deliverables.

TOTAL PRODUCT EXPO IS PRODUCED BY:

